

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

Brian Thompson, individually; and Jennifer
James, individually,

Plaintiff,

v.

J. Gray Teekell, individually; The Teekell
Company, Inc.; and Michael E. Krasnow,
Trustee of Morton Family Irrevocable Trust,

Defendants.

Case No. 5:23-cv-01074-R

District Judge David L. Russell

**DEFENDANTS J. GRAY TEEKELL AND
THE TEEKELL COMPANY, INC.'S
ANSWER TO PLAINTIFF'S THIRD
AMENDED COMPLAINT**

TO THE HONORABLE COURT:

COMES NOW, Defendants J. Gray Teekell and The Teekell Company, Inc. (collectively, "Teekell"), by and through the undersigned counsel, and files this, its Answer to Plaintiff's Third Amended Complaint (hereinafter also referred to as the "Complaint"), [Doc. 37]. In support thereof, Teekell respectfully shows the Court the following:

I. ANSWER

1. Teekell admits paragraph 1 of the Complaint.
2. Teekell admits paragraph 2 of the Complaint.
3. Teekell admits that the trust identifies Ryan Morton, Jennifer James, and Brian Thompson (collectively, the "Beneficiaries") as the primary trust beneficiaries, however, Teekell is without sufficient information to form a belief as to the remainder of the allegations in paragraph 3 of the Complaint.
4. Teekell denies paragraph 4 of the Complaint.
5. Teekell denies paragraph 5 of the Complaint as stated.

6. Teekell is without sufficient information to admit or deny paragraph 6 of the Complaint.

7. Teekell admits paragraph 7 of the Complaint only as to knowledge of the life insurance policy being obtained from Pacific Life; Teekell denies the remainder of paragraph 7.

8. Teekell is without sufficient information to admit or deny paragraph 8 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 8 of the Complaint.

9. Teekell admits paragraph 8 of the Complaint, however, Teekell notes that the Teekell Company, Inc. has never been referred to as “TCA.”

10. Teekell denies paragraph 9 of the Complaint.

11. Teekell denies paragraph 10 of the Complaint.

12. Teekell denies paragraph 11 of the Complaint.

13. Teekell is without sufficient information or knowledge to admit or deny paragraph 12 of the Complaint.

14. Teekell is without sufficient information to admit or deny paragraph 13 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 13 of the Complaint.

15. Teekell admits paragraph 14 of the Complaint only to the extent that the Teekell and Morton families were friendly. Teekell denies that any friendly relationship expands any duty of Teekell to the Mortons as a business advisor or otherwise.

16. Teekell denies paragraph 15 of the Complaint and any existence of a fiduciary agency relationship.

17. Teekell is without sufficient information to admit or deny paragraph 16 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 16 of the Complaint.

18. Teekell denies paragraph 17 of the Complaint.

19. Teekell is without sufficient information to admit or deny paragraph 18 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 18 of the Complaint.

20. Teekell is without sufficient information to admit or deny paragraph 19 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 19 of the Complaint.

21. Teekell denies paragraph 20 of the Complaint.

22. Teekell denies paragraph 21 of the Complaint.

23. Teekell denies paragraph 22 of the Complaint.

24. Teekell denies paragraph 23 of the Complaint.

25. Teekell denies paragraph 24 of the Complaint.

26. Teekell denies paragraph 25 of the Complaint.

27. Teekell denies paragraph 26 of the Complaint.

28. Teekell denies paragraph 27 of the Complaint.

29. Teekell denies paragraph 28 of the Complaint.

30. Teekell is without sufficient information to admit or deny paragraph 29 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 29 of the Complaint.

31. Teekell denies paragraph 30 of the Complaint.

32. Teekell denies paragraph 31 of the Complaint.

33. Teekell is without sufficient information to admit or deny all parts of paragraph 32 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 32 of the Complaint.

34. Teekell denies paragraph 33 of the Complaint.

35. Teekell denies paragraph 34 of the Complaint.

36. Teekell denies paragraph 35 of the Complaint.

37. Teekell denies paragraph 36 of the Complaint.

38. Teekell denies paragraph 37 of the Complaint.

39. Teekell admits paragraph 38 of the Complaint.

40. Teekell admits paragraph 39 of the Complaint.

41. Teekell admits paragraph 40 of the Complaint.

42. Teekell admits paragraph 41 of the Complaint.

43. Teekell admits paragraph 42 of the Complaint.

44. In response to paragraph 43 of the Complaint, Teekell re-states each of its responses to paragraphs 1-42, as stated above.

45. Teekell denies paragraph 44 of the Complaint.

46. Teekell is without sufficient information to admit or deny paragraph 45 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 45 of the Complaint.

47. Teekell denies paragraph 46 of the Complaint.

48. In response to paragraph 47 of the Complaint, Teekell re-states each of its responses to paragraphs 1-46, as stated above.

49. Teekell denies paragraph 48 of the Complaint.

50. Teekell denies paragraph 49 of the Complaint.

51. Teekell denies paragraph 50 of the Complaint.

52. Teekell denies paragraph 51 of the Complaint.

53. Teekell is without sufficient information to admit or deny paragraph 52 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 52 of the Complaint.

54. In response to paragraph 53 of the Complaint, Teekell re-states each of its responses to paragraphs 1-52, as stated above.

55. Teekell is without sufficient information to admit or deny paragraph 54 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 54 of the Complaint.

56. Teekell is without sufficient information to admit or deny all parts of paragraph 55 of the Complaint as stated. To the extent an admission is warranted, Teekell denies paragraph 55 of the Complaint.

57. Teekell denies paragraph 56 of the Complaint.

58. Teekell denies paragraph 57 of the Complaint.

59. Teekell denies paragraph 58 of the Complaint.

60. Teekell denies paragraph 59 of the Complaint.

61. Teekell denies that there was any “plan to self-deal,” and thus, denies the allegations in paragraph 60 of the Complaint.

62. Teekell is without sufficient information to admit or deny paragraph 61 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 61 of the Complaint.

63. In response to paragraph 62 of the Complaint, Teekell re-states each of its responses to paragraphs 1-61, as stated above.

64. Teekell denies paragraph 63 of the Complaint.

65. Teekell denies paragraph 64 of the Complaint.

66. Teekell denies paragraph 65 of the Complaint.

67. Teekell denies paragraph 66 of the Complaint.

68. Teekell denies paragraph 66 of the Complaint.¹

69. In response to paragraph 67 of the Complaint, Teekell re-states each of its responses to paragraphs 1-66, as stated above.

70. Teekell denies paragraph 68 of the Complaint.

71. Teekell is without sufficient information to admit or deny paragraph 69 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 69 of the Complaint.

72. Teekell is without sufficient information to admit or deny paragraph 70 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 70 of the Complaint.

73. In response to paragraph 71 of the Complaint, Teekell re-states each of its responses to paragraphs 1-70, as stated above.

¹ Teekell notes that Plaintiffs' Third Amended Complaint contains two paragraphs numbered 66, to which, Teekell denies the allegations contained in both.

74. Teekell is without sufficient information to admit or deny paragraph 72 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 72 of the Complaint.

75. Teekell is without sufficient information to admit or deny paragraph 73 of the Complaint. To the extent an admission is warranted, Teekell denies paragraph 73 of the Complaint.

II. AFFIRMATIVE DEFENSES

76. Subject to and without waiving the denials stated herein, Teekell asserts the following affirmative defenses to Plaintiff's claims.

77. Teekell asserts the affirmative defense of waiver.

78. Teekell asserts the affirmative defense of estoppel.

79. Teekell asserts the affirmative defense of consent.

80. Teekell asserts the affirmative defense of lack of duty.

Dated: August 5, 2024

Respectfully Submitted,

FREEMAN MATHIS & GARY, LLP

/s/ Alexander S. Gebert

Timothy B. Soefje

OBA No. 33342

Texas State Bar No. 00791700

Tim.Soefje@fmglaw.com

Alexander S. Gebert

OBA No. 34594

Texas State Bar No. 24120543

Alex.Gebert@fmglaw.com

7160 Dallas Parkway, Suite 625

Plano, Texas 75024

(469) 895-3003 (telephone)

(888) 356-3602 (facsimile)

*COUNSEL FOR DEFENDANTS J. GRAY TEEKELL AND THE
TEEKELL COMPANIES, INC.*

/s/ Teddy Abbott

Teddy Abbott

OBA No. 14367

teddy.abbott@outlook.com

ABBOTT LAW OFFICE, LLC

687 Meadows Cir.

Tahlequah, OK 74401

(918) 360-0531 (telephone)

*LOCAL COUNSEL FOR DEFENDANTS J. GRAY TEEKELL
AND THE TEEKELL COMPANIES, INC.*

CERTIFICATE OF SERVICE

I hereby certify that on August 5, 2024, a true and correct copy of the foregoing was filed electronically to the Clerk of Court via the CM/ECF system which will send notification of such filing to all counsel of record.

/s/ Alexander S. Gebert

Alexander S. Gebert